

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-09-10752	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
		(✓)	10B. DATED (SEE ITEM 13) 03/23/09	
CODE FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**See the information in item 1 in the attachment on Page 2.****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to: (1) Provide funding to the Base Period in the amount of \$8,133, (2) Change the Contracting Officer and Contract Specialist responsible for administering the contract, (3) Modify the Key Personnel Clause, (4) Include ERG's approved purchasing system, and (4) Modify the Invoice Preparation Instructions. See pages 2 through 11.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	APP	PR	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
EP9005	09	B	87DE	202B88B	00000000		2505	\$8,133.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 30, 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

3. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The Contracting Officer and Contract Specialist responsible for administering the contract is as follows:

Administrative Contracting Officer:

TAMMY A. THOMAS
26 W MARTIN LUTHER KING
DRIVE
CINCINNATI, OH 45268

Mail Code: NWD 001
Phone Number: (513) 487-2030
Fax Number: (513) 487-2115
E-Mail Address: thomas.tammya@epa.gov

Administrative Contracting Specialist:

TAMMY A. THOMAS
26 W MARTIN LUTHER KING
DRIVE
CINCINNATI, OH 45268

Mail Code: NWD 001
Phone Number: (513) 487-2030
Fax Number: (513) 487-2115
E-Mail Address: thomas.tammya@epa.gov

4. The Section H clause entitled "KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

P4 Program Manger -

(b)(4)

P4 Senior Chemist -

P4 Senior Marine Biologist -

(b)(4)

P4 Senior Marine Systems Engineer -

(b)(4)

P4 Senior Oceanographer -

(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

5. The attachment entitled "INVOICE PREPARATION INSTRUCTIONS" has been modified. The text is as follows:

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the

period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - when the cost of an individual cost (e.g. photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation of that cost category.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each

element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system

through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) **First voucher number and completion voucher number.**
- (4) **Total amount of cost claimed for each cost element category through the completion voucher.**
- (5) **Total Fee awarded.**
- (6) **Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.**
- (7) **Fiscal year.**
- (8) **Indirect cost center.**
- (9) **Appropriate basis for allocation.**

- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

6. The attachment entitled "PURCHASING SYSTEM APPROVAL" has been added. The text is as follows:

The Contractor has an "approved purchasing system as defined under paragraph (a) of clause I.9, SUBCONTRACTS (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007).

This approval was provided by the cognizant EPA FACO via letter on July 9, 1999 and has not been rescinded.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-09-10974	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268	7. ADMINISTERED BY (If other than item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
			10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**See the information in item 1 in the attachment on Page 2.****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**The purpose of this modification is to provide funding to the Base Period in the amount of \$204,783.00. See pages 2 and 3.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
EP9018	09	B	87DE	202B88B	00000000		2505	\$201,080.00	C
EP9011	09	B	87DE	202B88B	00000000		2505	\$3,703.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through August 31, 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-09-11112	5. PROJECT NO. (If applicable)	
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
			(✓)	10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE				

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding to the Base Period in the amount of \$354,621.00. See pages 2 and 3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
HP9003	09	B	87EH	403BE2B	00000000		2505	\$159,621.00	C
TP9203	09	B	87FT	202BD4C23	00000000		2505	\$20,000.00	C
EP9022	09	B	87DE	202B88B	00000000		2505	\$100,000.00	C
EP9024	09	B	87DE	202B88B	00000000		2505	\$75,000.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 1, 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-09-11347	5. PROJECT NO. (If applicable)	
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
			10B. DATED (SEE ITEM 13) 03/23/09	
CODE FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding to the Base Period in the amount of \$23,019.00. See pages 2 and 3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
MP9078	09	B	87FM	202BD4BPQ	00000000		2505	\$30,000.00	C
TP9203	09	B	87FT	202BD4C23	00000000		2505	(\$6,981.00)	

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 30, 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-09-11347	5. PROJECT NO. (If applicable)	
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
		(✓)	10B. DATED (SEE ITEM 13) 03/23/09	
CODE FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding to the Base Period in the amount of \$23,019.00. See pages 2 and 3.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
MP9078	09	B	87FM	202BD4BPQ	00000000		2505	\$30,000.00	C
TP9203	09	B	87FT	202BD4C23	00000000		2505	(\$6,981.00)	

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 30, 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-10-10181	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
CODE FACILITY CODE			10B. DATED (SEE ITEM 13) 03/23/09

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice, EPAARs 1552.245-70. Government Property, and 1552.245-71, Government Furnished Data

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide funding to the Base Period in the amount of \$25,000.00 and to update and delete Government Property Clauses. See pages 2 through 10.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
DP9026	09	B	87DG	403B89B	00000000		2505	\$25,000.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through January 15, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

3. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009)" has been added. The text is as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency
Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection

Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.

- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. *Inventories of Government Property.*

The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. **The reports are to be received at EPA by the CPC by October 5th of each year.**

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for

motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer*. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale*. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment*. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination*. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout*. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report

with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;
 Name of the contractor representative;
 Business type;
 Name and address of the contract property coordinator;
 Superfund (Yes/No);
 No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

4. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" has been added. The text is as follows:

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor as specified in written work assignments.

5. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION" has been deleted.

6. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)" has been deleted.

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
EP9019	09	B	87DE	202B88B	00000000		2505	\$88,890.00	C
EP9025	09	B	87DE	202B88B	00000000		2505	\$50,000.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through January 15, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
		(✓)	10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify the Key Personnel Clause to replace one of the P4 - Senior Chemist. See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. THOMAS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

P4 Program Manger -

(b)(4)

P4 Senior Chemist -

P4 Senior Marine Biologist -

(b)(4)

P4 Senior Marine Systems Engineer -

(b)(4)

P4 Senior Oceanographer -

(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268	7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
CODE FACILITY CODE			10B. DATED (SEE ITEM 13) 03/23/09

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) EPAAR 1552.217-71, Option to Extend the Term of the Contract-Cost-Type Contract and 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: (1) Do an equitable downward adjustment to the Base Period, (2) Exercise Option Period I and (3) Shift Funds in the amount of \$317,669.00 from the Base Period to Option Period I. See pages 2 through 5.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
HP9003	09	B	87EH	403BE2B	00000000		2505	(\$39,089.73)	
EP9022	09	B	87DE	202B88B	00000000		2505	(\$100,000.00)	
MP9078	09	B	87FM	202BD4BPQ	00000000		2505	(\$14,689.27)	
DP9026	09	B	87DG	403B89B	00000000		2505	(\$25,000.00)	
EP9019	09	B	87DE	202B88B	00000000		2505	(\$88,890.00)	
EP9025	09	B	87DE	202B88B	00000000		2505	(\$50,000.00)	

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
HP9003	09	B	87EH	403BE2B	00000000		2505	\$39,089.73	
EP9022	09	B	87DE	202B88B	00000000		2505	\$100,000.00	
MP9078	09	B	87FM	202BD4BPQ	00000000		2505	\$14,689.27	
DP9026	09	B	87DG	403B89B	00000000		2505	\$25,000.00	
EP9019	09	B	87DE	202B88B	00000000		2505	\$88,890.00	
EP9025	09	B	87DE	202B88B	00000000		2505	\$50,000.00	

2. Option Period I is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 03/01/10
End Date 02/28/11

3. An equitable downward adjustment to the LOE Hours which the Government will order is as follows:

Period	Level of Effort (Direct Labor Hours) Removed	Level of Effort (Direct Labor Hours) Revised
Base	5,900	4,100

4. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below.

Base Period

The Government will order a revised level of effort of 4,100 direct labor hours for the Base Period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

Option Period I

The Government will order 10,000 direct labor hours for Option Period I which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

5. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Base Period

(a) The estimated cost of this contract is decreased by \$(b)(4) for a revised estimated cost of \$(b)(4)

(b) The fixed fee of this contract is decreased by \$(b)(4) for a revised fixed fee of \$(b)(4)

(c) The total estimated cost and fixed fee is decreased by \$650,119.00 for a revised estimated cost and fixed fee of \$451,777.00.

Option Period I

- (a) The estimated cost of this contract is \$(b)(4)
- (b) The fixed fee is \$(b)(4)
- (c) The total estimated cost and fixed fee is \$1,134,347.00.

RECONCILIATION OF THE BASE PERIOD

Pursuant to the authority of clause B.1, Level of Effort - Cost Reimbursement Term Contract, within 60 days of the end of the Base Period (02/28/10), the Contractor shall submit to the Contracting Officer a cumulative report of the total hours of direct labor utilized during the period of 03/23/09 through 02/28/10 in the performance of work under the Base Period of the contract. In addition, this report shall list the cumulative costs incurred during the Base Period and the fixed fee claimed.

SEVERABILITY OF CONTRACT PERIODS

The Contractor shall voucher for payment in such a manner as to clearly identify whether the costs vouchered for were incurred during the Base Period of the contract ending 02/28/10 or during Option Period I commencing 03/01/10. The Contractor shall voucher separate cumulative claims for each respective period and shall not commingle the costs incurred during separate periods. All administrative reports required by the contract shall likewise be presented to segregate.

6. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

Option Period I

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 10, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0009	3. EFFECTIVE DATE 07/12/10	4. REQUISITION/PURCHASE REQ. NO. PR-CI-10-11019	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
			10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add funding to Option Period I.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
CC0012	10	B	28C	202BD4B21	00000000		2505	\$260,000.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

Option Period I

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through August 10, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0010	3. EFFECTIVE DATE 07/14/10	4. REQUISITION/PURCHASE REQ. NO. PR-CI-10-11037	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
			10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to transfer funds from the Base Period to Option Period I and to add additional incremental funding to Option Period I.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
EP9018	09	B	87DE	202B88B	00000000		2505	(\$21,667.32)	
HP9003	09	B	87EH	403BE2B	00000000		2505	(\$23,110.31)	
TP9203	09	B	87FT	202BD4C23	00000000		2505	(\$785.68)	
EP9024	09	B	87DE	202B88B	00000000		2505	(\$44,481.69)	

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
CC0019	10	B	28C	202BD4B21	00000000		2505	\$90,000.00	C
EP9018	09	B	87DE	202B88B	00000000		2505	\$21,667.32	
HP9003	09	B	87EH	403BE2B	00000000		2505	\$23,110.31	
TP9203	09	B	87FT	202BD4C23	00000000		2505	\$785.68	
EP9024	09	B	87DE	202B88B	00000000		2505	\$44,481.69	

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

Option Period I

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through August 10, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

EP-C-09-020/0010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0011	3. EFFECTIVE DATE 08/05/10	4. REQUISITION/PURCHASE REQ. NO. PR-CI-10-11136	5. PROJECT NO. (If applicable)	
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
			10B. DATED (SEE ITEM 13) 03/23/09	
CODE FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the information in item 1 in the attachment on Page 2.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add funding to Option Period I.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) _____ (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
DPX011	10	B	87DE19	202B88B	00000000		2505	\$20,000.00	C
GPX010	10	B	87DG16	403B89B	00000000		2505	\$8,000.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$ (b)(4) is allotted to cover estimated cost. Funds in the amount of \$ (b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

Option Period I

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$ (b)(4) is allotted to cover estimated cost. Funds in the amount of \$ (b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through August 10, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0012		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-10-11303	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
			10B. DATED (SEE ITEM 13) 03/23/09	
CODE FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**See the information in item 1 in the attachment on Page 2.****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**The purpose of this modification is to provide funding to Option Period I in the amount of \$99,000. See pages 2 and 3.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
HPX004	10	B	87EH	403BE2B	00000000		2505	\$50,000.00	C
EPX006	10	B	87DE17	202B88B	00000000		2505	\$18,500.00	C
HPX010	10	B	87EH	403BE2B	00000000		2505	\$30,500.00	C

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period I

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through December 9, 2010.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-C-09-020/0013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PR-CI-11-10112	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020
			10B. DATED (SEE ITEM 13) 03/23/09
CODE FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**See the information in item 1 in the attachment on Page 2.****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) EPAAR 1552.217-71, Option to Extend the Term of the Contract-Cost-Type Contract, 52.232-100, Limitation of Funds Notice and 1552.242-71, Contractor Performance Information

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to: (1) Exercise Option Period 2, (2) Provide incremental funding to Option Period 2 in the amount of \$439,913.00, and (3) Update the Contractor Performance Information Clause. See pages 2 through 6.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY A. ADAMS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

Option Period II:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
D40016	10	B	23D40J3	202BD4B15	00000000		2505	\$39,913.00	C
DPX018	10	B	87DD16	403B89B	00000000		2505	\$50,000.00	C
D40013	10	B	23D40J3	202BD4B15	00000000		2505	\$350,000.00	C

2. Option Period II is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 03/01/11
End Date 02/29/12

3. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 10,000 direct labor hours for the base of Option Period 2 which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

4. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Option Period 2

- (a) The estimated cost of this contract is \$ (b)(4)
- (b) The fixed fee is \$ (b)(4)
- (c) The total estimated cost and fixed fee is \$1,167,490.00.

RECONCILIATION OF THE OPTION PERIOD 1

Pursuant to the authority of clause B.1, Level of Effort - Cost Reimbursement Term Contract, within 60 days of the end of the Option Period 1 (02/28/11), the Contractor shall submit to the Contracting Officer a cumulative report of the total hours of direct labor utilized during the period of 03/23/10 through 02/28/11 in the performance of work under Option Period 1 of the contract. In addition, this report shall list the cumulative costs incurred during Option Period 1 and the fixed fee claimed.

SEVERABILITY OF CONTRACT PERIODS

The Contractor shall voucher for payment in such a manner as to clearly identify whether the costs vouchered for were incurred during Option Period 1 of the contract ending 02/28/11 or during Option Period 2 commencing 03/01/11. The Contractor shall voucher separate cumulative claims for each respective period and shall not commingle the costs incurred during separate periods. All administrative reports required by the contract shall likewise be presented to segregate.

5. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period 2

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$ (b)(4) is allotted to cover estimated cost. Funds in the amount of \$ (b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through July 16, 2011.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

6. The Section G clause entitled "CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71-DEV) (MAY 2010)" has been added. The text is as follows:

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts.

Contractor Performance Information (DEV)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to

resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

7. The Section H clause entitled "CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)" has been deleted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 03/08/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CP0D		7. ADMINISTERED BY (If other than Item 6) CP0D	
CP0D US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268		CP0D US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC ATTN NA 110 HARTWELL AVENUE LEXINGTON MA 02421		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020			
		10B. DATED (SEE ITEM 13) 03/23/2009			
CODE (b)(4)		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract)

Technical Support for Coastal Pollution Issues

Max Expire Date: 02/28/2014

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Mod 14 states that there are 11 pages however, there are only 3 pages

Section G: Clause, 1552.242-70, is incorporated as follows:

1552.242-70 Indirect costs. (APR 1984)

The clause had been modified to incorporate

Billing Rates as Follows:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tammy A. Adams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-C-09-020/0014PAGE OF
2 11NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The attached Indirect Cost Rate Agreement numbers 110059 and 110060 dated 02/18/2011 are hereby incorporated into the contract. The rate agreement 110059 incorporates Billing Rates for the contractor fiscal year ending 12/31/2010. The rate agreement 110060 incorporates Billing Rates for the contractor fiscal year ending 12/31/2011. The contractor shall provide to the Contracting Officer: (1) analysis of any cost impact resulting from incorporation of these agreements, including specific details as to any change in its cost estimate and the calculation resulting from the same or, (2) advise if no cost impact is indicated as a result of the agreement. The contractor shall submit an adjustment voucher for the indirect rate variance if necessary.</p> <p>Section H: Clause, 1552.237-72, is incorporated as follows: 1552.237-72 Key personnel. (APR 1984) (a) The Contractor shall assign to this contract the following key personnel: P4 Program Manger - (b)(4) (b)(4) (Deputy) P4 Senior Chemist - (b)(4) (b)(4) P4 Senior Marine Biologist - (b)(4) (b)(4) P4 Senior Marine Systems Engineer - (b)(4) (b)(4) P4 Senior Oceanographer - (b)(4) (b)(4) (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions. (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-09-020/0014	3	11

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.</p> <p>Payment:</p> <p>RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 0015		3. EFFECTIVE DATE 04/26/2011		4. REQUISITION/PURCHASE REQ. NO. PR-OW-11-00212		5. PROJECT NO. (if applicable)	
6. ISSUED BY CPD		7. ADMINISTERED BY (If other than Item 6) CPD		CODE CPD			
CPD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268				CPD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC ATTN NA 110 HARTWELL AVENUE LEXINGTON MA 02421				(x) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020			
				10B. DATED (SEE ITEM 13) 03/23/2009			
CODE (b)(4)		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$206,516.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)
Technical Support for Coastal Pollution Issues
Max Expire Date: 02/28/2014
LIST OF CHANGES:

The purpose of this modification is to provide funding to Option Period 2 in the amount of \$206,516.00.

CHANGES FOR LINE ITEM NUMBER: 21
Obligated Amount for this modification: \$206,516.00
Incremental Funded Amount changed from \$439,913.00 to \$646,429.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tammy A. Adams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-09-020/0015	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR ACCOUNTING CODE: 10-11-B-23D40J3-202BD4B15-2505-1023D40016-001 Percent changed from 0 to 3.4187</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-B-23D40J0-202BD4B15-2505-1123D4E002-001 Beginning Fiscal Year 11 Ending Fiscal Year 12 Fund (Appropriation) B Budget Organization 23D40J0 Quantity: 0 Amount: \$206,516.00 Percent: 17.68889 Subject To Funding: N Payment Address:</p> <p>Section B: Clause, 52.232-100, is incorporated as follows: 52.232-100 Limitation of Funds Notice (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funding in the amount of \$(b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through September 18, 2011. (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.</p> <p>Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA</p> <p>Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0016		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-CPOD-11-00070	
5. PROJECT NO. (If applicable)		6. ISSUED BY CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD	
CPOD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268		CPOD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC ATTN NA 110 HARTWELL AVENUE LEXINGTON MA 02421		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020			
		10B. DATED (SEE ITEM 13) 03/23/2009			
CODE (b)(4)		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice and Mutual Agreement Between the Parties

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)
Technical Support for Coastal Pollution Issues
Max Expire Date: 02/28/2014
LIST OF CHANGES:

The purpose of this modification is to shift funds in the amount of \$601.00 from the Base Period to Option Period 1 and to Move funds between the estimated cost and fee of the Base Period in the amount of \$1,474.68.

CHANGES FOR LINE ITEM NUMBER: 1 Shifting funds from the Base Period. Obligated Amount for this modification: -\$601.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tammy A. Adams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-09-020/0016	PAGE 2 OF 4
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NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed from \$361,732.00 to \$361,131.00</p> <p>CHANGES FOR ACCOUNTING CODE: 09-10-B-87FM-202BD4BPQ-2505-0987MP9078-001 Amount changed from \$15,310.73 to \$14,709.73 Percent changed from 0 to 1.33495</p> <p>CHANGES FOR LINE ITEM NUMBER: 11 Shifting funds to Option Period 1. Obligated Amount for this modification: \$601.00 Incremental Funded Amount changed from \$884,714.00 to \$885,315.00</p> <p>CHANGES FOR ACCOUNTING CODE: 09-10-B-87FM-202BD4BPQ-2505-0987MP9078-001 Account code changed from 09-10-B-87FM-202BD4BPQ-2505-0987MP9078-* to 09-10-B-87FM-202BD4BPQ-2505-0987MP9078-001 Amount changed from \$14,689.27 to \$15,290.27 Percent changed from 0 to 1.34794</p> <p>Section B: Clause, 52.232-100, is revised as follows: 52.232-100 Limitation of Funds Notice Base Period (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funding in the amount of \$(b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2010. (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable. Option Period 1 (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funding in the amount of \$(b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through February 28, 2011. (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-09-020/0016	3	4

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>clause shall become applicable.</p> <p>Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA</p> <p>Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 0017		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-R1-11-00403		5. PROJECT NO. (if applicable)	
6. ISSUED BY CPQD		7. ADMINISTERED BY (if other than Item 6) CPQD		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC ATTN NA 110 HARTWELL AVENUE LEXINGTON MA 02421		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 13) 03/23/2009	
10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020		10B. DATED (SEE ITEM 13) 03/23/2009		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$14,495.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)
Technical Support for Coastal Pollution Issues
Max Expire Date: 02/28/2014
LIST OF CHANGES:

The purpose of this modification is to provide funding to Option Period 2 in the amount of \$14,495.00

CHANGES FOR LINE ITEM NUMBER: 21
Obligated Amount for this modification: \$14,495.00
Incremental Funded Amount changed from \$646,429.00 to \$660,924.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tammy A. Adams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 11-12-B-01L-202B88C-2583-1101LZC503-001 Beginning Fiscal Year 11 Ending Fiscal Year 12 Fund (Appropriation) B Budget Organization 01L Quantity: 0 Amount: \$14,495.00 Percent: 1.24155 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711</p> <p>Section B: Clause, 52.232-100, is revised as follows: 52.232-100 Limitation of Funds Notice (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funding in the amount of \$(b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through September 23, 2011. (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.</p> <p>Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA</p> <p>Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0018		3. EFFECTIVE DATE 08/01/2011		4. REQUISITION/PURCHASE REQ. NO. PR-OEI-11-00975	
5. PROJECT NO. (If applicable)		6. ISSUED BY CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD	
CPOD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268		CPOD US ENVIRONMENTAL PROTECTION AGENCY CINCINNATI PROCUREMENT OPERATIONS DIVISION 26 WEST MARTIN LUTHER KING DRIVE CINCINNATI OH 45268			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP INC ATTN NA 110 HARTWELL AVENUE LEXINGTON MA 02421		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-09-020	
				10B. DATED (SEE ITEM 13) 03/23/2009	
CODE (b)(4)		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase:

\$398,834.97

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.232-100, Limitation of Funds Notice

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

Technical Support for Coastal Pollution Issues

The purpose of this modification is to incrementally fund Option Period II.

Section B: Clause, 52.232-100, is revised as follows:

52.232-100 Limitation of Funds Notice

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through January 29, 2012.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kimberli Irwin	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	08/01/2011

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-09-020/0018	PAGE OF 2 4
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NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable. Max Expire Date: 02/28/2014 LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$398,834.97 New Total Obligated Amount for this Award: \$1,059,758.97 Incremental Funded Amount changed: from \$669,429.00 to \$1,059,758.97 Buyer changed from Tammy A Adams to Kimberli Irwin Contracting Officer changed from Tammy A Adams to Kimberli Irwin CHANGES FOR ACCOUNTING CODE: 09-10-B-87DE-202B88B-2505-0987EP9003-001 Percent changed from 0 to 1.36129 CHANGES FOR ACCOUNTING CODE: 09-10-B-87FT-202BD4C23-2505-0987TP9203-001 Percent changed from 0 to 1.11021 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$398,834.97 Incremental Funded Amount changed from \$660,924.00 to \$1,059,758.97 NEW ACCOUNTING CODE ADDED: Account code: 10-11-B-37A-403BE2C-2505-1137G1C006-001 Beginning Fiscal Year 10 Ending Fiscal Year 11 Fund (Appropriation) B Budget Organization 37A Quantity: 0 Amount: \$398,834.97 Percent: 34.16175 Subject To Funding: N Payment Address: Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711				